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SHANKS et al. v. CALVERT MORTGAGE & DEPOSIT CO.

June 8, 1916.

[89 S. E. 99.]

1. Judgment (§ 472*)—Collateral Attack.—The decree of a court of general jurisdiction, whether right or wrong, is not amenable to collateral attack, and is conclusive upon the parties until reversed or set aside in some appropriate proceeding for the purpose.

[Ed. Note.—For other cases, see Judgment, Cent. Dig. § 908; Dec. Dig. § 472.* 8 Va.-W. Va. Enc. Dig. 545.]

2. Injunction (§ 26 (1)*)—Restraining Prosecution of Action—Jurisdiction of Court.—A circuit court had jurisdiction to protect its previous decree, which finally settled a controversy in respect to the ownership of a lot, which the successors in title of parties thereto sought to revive in an action of ejectment, by granting injunction to restrain prosecution of the action.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 24-26, 34; Dec. Dig. § 26 (1).* 7 Va.-W. Va. Enc. Dig. 545.].

Appeal from Circuit Court of City of Norfolk.

Bill by the Calvert Mortgage & Deposit Company against Louise E. Shanks and others. From decree for complainant, defendants appeal. Decree modified and affirmed.

Leo. Judson, of Norfolk, for appellants.

Hugh W. Davis and *W. H. Sargeant, Jr.*, both of Norfolk, for appellee.

PERROW v. RIXEY.

June 8, 1916.

[89 S. E. 101.]

1. Brokers (§ 44*)—Compensation—Revocation of Authority.—In action by a broker for commissions upon a contract, not under seal nor expressing a valuable consideration, whereby defendant agreed to sell a certain tract to any purchaser brought him by plaintiff, provided the land should net defendant \$25 per acre cash, and the sale should be made in 30 days from date, held the defendant, in good faith having revoked the agency before the broker found a purchaser, was not liable, the agency not being coupled with an interest, and the time limit in the contract not obligating the defendant not to revoke in that time.

[Ed. Note.—For other cases, see Brokers, Cent. Dig. § 45; Dec. Dig. § 44.* 2 Va.-W. Va. Enc. Dig. 638.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

2. Appeal and Error (§ 1068 (3)*)—Harmless Error—Instructions.—Where on the facts shown there could have been no other result than a verdict for defendant in error, objections to instructions will not be considered.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. § 4227; Dec. Dig. § 1068 (3); Trial, Cent. Dig. §§ 475, 480, 525, 526.* 1 Va.-W. Va. Enc. Dig. 582.]

Error to Circuit Court, Culpeper County.

Action by B. F. Perrow against John S. Rixey. Judgment for defendant, and plaintiff brings error. Affirmed.

Waite, Perry & Jeffries and *Bowers & Johnson*, all of Culpeper, for plaintiff in error.

Grimsley & Miller and *Hiden & Bickers*, all of Culpeper, for defendant in error.

J. R. WHEELER CO. v. HITE.

June 8, 1916.

[89 S. E. 101.]

Judicial Sales (§ 16*)—Condition—Decree.—The limitation upon the time within which the purchaser of timber at judicial sale might cut it, prescribed by the decree of sale, was controlling, and not the time limit specified in the commissioner's deed, since the commissioner has no interest in the property conveyed, merely acts as an instrumentality of the court, possesses no independent authority, and exercises the naked power conferred by the decree in transferring title.

[Ed. Note.—For other cases, see Judicial Sales, Cent. Dig. §§ 38, 39; Dec. Dig. § 16.* 8 Va.-W. Va. Enc. Dig. 807.]

Error to Circuit Court, Brunswick County.

Action by Mattie S. Hite against J. R. Wheler Company. To review a judgment for plaintiff, defendant brings error. Judgment affirmed.

Buford & Peterson, of Lawrenceville, for plaintiff in error.

Turnbull & Turnbull, of Lawrenceville, for defendant in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.